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FILED
08 JUL 31 PM 3:49
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY: *ECC* DEPUTY

7
8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 DAVID TOURGEMAN,
11 Plaintiff,

12 vs.

13 COLLINS FINANCIAL SERVICES, INC., a
14 corporation; NELSON & KENNARD, a
15 partnership, DELL FINANCIAL SERVICES,
16 L.P., a limited partnership; DFS
17 ACCEPTANCE, a corporation; DFS
18 PRODUCTION, a corporation, AMERICAN
19 INVESTMENT BANK, N.A., a corporation;
20 and DOES 1 through 10, inclusive,

21 Defendants.

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CIVIL CASE NO. **08 CV 1392 JLS NLS**
COMPLAINT AND DEMAND FOR
JURY TRIAL (Unlawful Debt Collection
Practices)

INTRODUCTION

1
2 1. Plaintiff David Tourgeman ("Mr. Tourgeman"), an individual consumer, hereby
3 complains against Defendant Collins Financial Services, Inc. ("Collins Financial"), and
4 Defendants Nelson & Kennard ("Nelson"), for violations of the Fair Debt Collection Practices
5 Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA"), for violations of the California Rosenthal Act, Civil
6 Code §1788 *et seq.* ("Rosenthal Act"), both of which the FDCPA and Rosenthal Act prohibit
7 debt collectors from engaging in abusive, deceptive, and unfair practices. Mr. Tourgeman also
8 complains against all Defendants Collins Financial, Nelson, Dell Financial Services, L.P. ("Dell
9 Financial Services"), DFS Acceptance ("DFSA"), DFS Production ("DFSP"), and American
10 Investment Bank, N.A. ("AIB"), for Invasion of Privacy-Intrusion Into Private Affairs, and for
11 Negligence.

12
13 **JURISDICTION AND VENUE**

14 2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. §
15 1337. Supplemental jurisdiction exists for the state law claims pursuant to 28 U.S.C. § 1367.
16 Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and 2202. Venue in this District is
17 proper because Defendants transact business here and the conduct complained of occurred here.

18
19 **PARTIES**

20 3. Plaintiff David Tourgeman was all times mentioned herein and is now a citizen
21 of, and a natural person residing in, Mexico.

22 4. Mr. Tourgeman is informed and believes that Defendant Collins Financial was at
23 all times mentioned herein and is now a Texas corporation qualified to do business in California.
24 The principal business of Collins Financial is the collection of debts.

25 5. Mr. Tourgeman is informed and believes that Defendant Nelson is a partnership
26 in the business of collecting debts in this state operating from an address at 2180 Harvard Street,
27 Suite 160, Sacramento, CA 95853.

7. Mr. Tourgeman is currently unaware of the true legal entity status and organization of Defendant DFS Acceptance, but believes that Defendant DFS Acceptance was at all times mentioned herein and is now a corporation doing business in California.

7 8. Mr. Tourgeman is currently unaware of the true legal entity status and
8 organization of Defendant DFS Production, but believes that Defendant DFS Production was at
9 all times mentioned herein and is now a corporation doing business in California.

10 9. Mr. Tourgeman is currently unaware of the legal entity status and organization of
11 Defendant AIB, but believes that Defendant AIB is a corporation conducting business in
12 California.

13 10. Mr. Tourgeman is currently unaware of the true names and capacities of cross-
14 defendants sued under the fictitious names DOES 1 through 10, inclusive. Mr. Tourgeman is
15 informed and believes and on that basis alleges that each of the fictitiously named defendants are
16 responsible in some manner for the actions alleged herein and that Mr. Tourgeman's damages as
17 alleged herein were proximately caused by the acts and omissions of such defendants. When
18 ascertained, Mr. Tourgeman will seek leave of court to allege the true names and capacities of
19 the fictitiously named defendants.

21 **FACTUAL ALLEGATIONS**

11. Defendant Collins Financial, Defendant Nelson, and Doe Defendants 1 through 10, inclusive, are engaged in the collection of debts from consumers using the mail and telephone. Defendants Collins Financial and Nelson regularly attempt to collect consumer debts alleged to be due to another. Defendants Collins Financial and Nelson are “debt collectors” as defined by the FDCPA, 15 U.S.C. § 1692a(6), and by the Rosenthal Act, California Civil Code 1788.2(d).

1 12. At all times mentioned herein, all of the defendants, and each of them, were the
2 agents, affiliates, employees, partners, creditors, debtors, fiduciaries, alter egos, or other
3 representatives of the other defendants.

4 13. Defendants are all entities or individuals who contributed or participated in, or
5 authorized the acts or conspired with each other to commit the acts and do the things complained
6 of, which caused the injuries and damages to Mr. Tourgeman as set forth below. Each of the
7 parties, named and fictitious, acted as principal and agent, each of the other, and combined and
8 concurred each with the other in committing the acts that injured Mr. Tourgeman.

9 14. Plaintiff is a "consumer" as defined by the FDCPA, 15 U.S.C. § 1692a(3).

10 15. The purported debt that Defendants attempted to collect from Mr. Tourgeman was
11 a "debt" as defined by the FDCPA, 15 U.S.C. § 1692a(5).

12 16. Plaintiff is a "debtor" as defined by the Rosenthal Act, California Civil Code
13 Section 1788.2(h).

14 17. The purported debt that Defendants attempted to collect from Mr. Tourgeman was
15 a "consumer debt" as defined by the Rosenthal Act, California Civil Code Section 1788.2(f).

16 18. On or prior to November 19, 2001, Mr. Tourgeman purchased from Dell a
17 computer while he was in Mexico, where he was a resident, for shipment to the residence of his
18 parents at 1872 Port Renwick, Chula Vista, California.

19 19. On or prior to November 18, 2001, Mr. Tourgeman entered into an oral financing
20 agreement with Defendants Dell Financial Services, DFSA, DFSP, and/or AIB for the financing
21 of his computer.

22 20. After purchasing the computer, Mr. Tourgeman made payments to Defendants
23 Dell Financial Services, DFSA, DFSP, and/or AIB as required pursuant to the agreement, using
24 cash payments sent by phone, wire, bank transfer and/or Western Union or similar international
25 electronic payment service.

26 21. Mr. Tourgeman pre-paid the obligation in full prior to maturity of the obligations
27 under the agreement, and prior to August 2, 2003.

1 22. Defendants Dell Financial Services, DFSA, DFSP, and AIB failed to implement a
2 system for receipt of international payments, failed to process payments properly and accurately,
3 and failed to properly indicate when an obligation had been paid in full.

4 23. As a result of its failure to process payments properly, Defendants Dell Financial
5 Services, DFSA, DFSP, and AIB falsely indicated the existence of an alleged debt by Mr.
6 Tourgeman, which alleged debt Defendants Dell Financial Services, DFSA, DFSP, and/or AIB
7 subsequently sold to Defendant Collins Financial.

8 24. Defendant Collins Financial and Defendant Nelson, acting as successors in
9 interest to Defendants Dell Financial Services, DFSA, DFSP, and/or AIB, sought to collect on an
10 alleged debt owed pursuant to the financing agreement with Defendants Dell Financial Services,
11 DFSA, DFSP, and/or AIB.

12 25. Defendant Collins Financial tried to collect on the alleged debt by causing its
13 attorneys, Defendant Nelson, to file an action against Mr. Tourgeman in the State of California
14 Superior Court of San Diego, Central Division Case No. 37-2007-00072265-CL-CL-CTL (the
15 "State Action"), even though the action was time-barred, the contract was not made in the State
16 of California, and Plaintiff Mr. Tourgeman was not a resident in San Diego County or the United
17 States.

18 26. Neither Collins Financial nor Nelson sent Mr. Tourgeman the notice required by
19 15 U.S.C. § 1692g.

20 27. Defendants attempted to collect on the alleged debt in an amount that defendants'
21 own records showed was false.

22 28. Defendants harassed, oppressed and abused Mr. Tourgeman and his family by
23 attempting to collect on the alleged debt, and caused Mr. Tourgeman to incur legal expenses in
24 defense of the State Action, including the preparation of responsive pleadings, only to dismiss
25 the State Action unilaterally minutes before Mr. Tourgeman's intended filing of responsive
26 pleadings.

27 29. As a result of the acts and omissions stated above, Mr. Tourgeman suffered fear,
28 anxiety, anguish, headaches, great stress, worry, loss of sleep, embarrassment, and irritability.

1 30. The acts complained of above are part of a patter and practice of harassment by
2 Plaintiff Collins Financial and Defendant Nelson.

3
4 **FIRST CAUSE OF ACTION**

5 **(Against Defendants Collins Financial, Nelson and Does 1 through 10)**

6 31. Mr. Tourgeman incorporates by reference and realleges herein all of the
7 allegations set forth in paragraphs 1 through 30 of this Complaint as if fully set forth herein.

8 32. Defendants violated the FDCPA. Defendants' violations include, but are not
9 limited to, the following actions:

- 10 a. 15 U.S.C. §1692b and §1692c, as a result of communications with Mr.
11 Tourgeman, various members of Mr. Tourgeman's family, and third
12 parties.
- 13 b. 15 U.S.C. § 1692d, by engaging in conduct the natural consequence of
14 which was to harass, oppress and abuse Mr. Tourgeman.
- 15 c. 15 U.S.C. § 1692e, by using a false, deceptive and misleading means in
16 collection with the collection of a debt.
- 17 d. 15 U.S.C. § 1692f, by using unfair or unconscionable means to attempt to
18 collect a debt.
- 19 e. 15 U.S.C. § 1692g(a), by failing to provide Mr. Tourgeman a validation
20 notice as required by this section.
- 21 f. 15 U.S.C. § 1692f(1), by attempting to collect an amount not permitted by
22 law.
- 23 g. 15 U.S.C. § 1692e(2)(A), by misstating the status of a debt.
- 24 h. 15 U.S.C. § 1692e(10), by various misrepresentations set forth above.

25 33. As a result of the violations of the FDCPA, Defendants are liable to Mr.
26 Tourgeman for Mr. Tourgeman's actual damages, statutory damages, and attorney's fees and
27 costs pursuant to 15 U.S.C. § 1692k.

SECOND CAUSE OF ACTION

(Against Defendants Collins Financial, Nelson and Does 1 through 10)

34. Mr. Tourgeman incorporates by reference and realleges herein all of the allegations set forth in paragraphs 1 through 30 of this Complaint as if fully set forth herein.

35. Defendants violated the Rosenthal Act. Defendants' violations include, but are not limited to, the following actions:

- a. California Civil Code § 1812.700, by failing to provide Mr. Tourgeman the Notice required by this section.
- b. California Civil Code § 1788.12(b), as a result of communications with Mr. Tourgeman's parents, various members of Mr. Tourgeman's family, and third parties.
- c. California Civil Code § 1788.15(a), by pursuing the State Action even though service of process had not been legally effected.
- d. California Civil Code § 1788.15(b), by attempting to collect a debt and initiating judicial proceedings outside of the county where the debt was incurred and where Mr. Tourgeman resides.
- e. California Civil Code § 1788.17, by failing to comply with the FDCPA as noted above.

36. Defendants' acts as described above were done intentionally with the purpose of coercing Plaintiff to pay the alleged debt.

37. As a proximate result of Defendants' violations enumerated above, Plaintiff has been damaged in amounts which are subject to proof.

THIRD CAUSE OF ACTION

(Against all Defendants and Does 1 through 10 for Invasion of Privacy-Intrusion Into Private Affairs)

38. Mr. Tourgeman incorporates by reference and realleges herein all of the allegations set forth in paragraphs 1 through 37 of this Complaint as if fully set forth herein.

3 40. Defendants willfully and intentionally intruded into Plaintiff's solitude, seclusion
4 and private affairs by repeatedly and unlawfully attempting to collect a debt.

5 41. Defendants' intrusions would be highly offensive to a reasonable person and did
6 in fact offend Mr. Tourgeman.

7 42. As a result of such invasions of privacy, Mr. Tourgeman was harmed and caused
8 great mental and physical pain.

9 43. Defendants acted with oppression, fraud and/or malice, and Defendants are
10 therefore liable to Mr. Tourgeman for damages in an amount to be proven at trial, and for
11 punitive damages.

14 (Against all Defendants and Does 1 through 10 for Negligence)

15 44. Mr. Tourgeman incorporates by reference and realleges herein all of the
16 allegations set forth in paragraphs 1 through 37 of this Complaint as if fully set forth herein.

17 45. Defendants Dell Financial Services DFSA, DFSP, and AIB owed a duty of care to
18 Mr. Tourgeman to use reasonable care in processing, recording and crediting payments received
19 from international payors pursuant to financing arrangements.

20 46. Defendants Dell Financial Services DFSA, and AIB breached that duty of care in
21 the following respects:

22 a. Defendants Dell Financial Services DFSA, DFSP, and AIB did not
23 accurately record and had no system in place to accurately track, record,
24 and credit payments received from international payors.

25 b. Defendants Dell Financial Services DFSA, DFSP, and AIB did not record
26 and had no system in place to adequately track, record and credit
27 payments received by its affiliate entities.

1 c. Defendants Dell Financial Services DFSA, DFSP, and AIB negligently
2 performed its obligations under its financing arrangement with Mr.
3 Tourgeman.

4 d. Defendants Dell Financial Services DFSA, DFSP, and AIB negligently
5 sold a purported debt of Mr. Tourgeman to Defendant Collins Financial as
6 valid for collection.

7 47. Defendants Collins Financial and Nelson owed a duty of care to Mr. Tourgeman
8 to use reasonable care to ascertain the validity of the purported debt and to ascertain Mr.
9 Tourgeman's residence.

10 48. Defendants Collins Financial and Nelson breached that duty of care in the
11 following respects:

- 12 a. Defendants Collins Financial and Nelson made an inadequate or no
13 attempt to ascertain the legitimacy or the amount of the purported debt.
14 b. Defendants Collins Financial and Nelson made an inadequate or no
15 attempt to verify the residence location of Mr. Tourgeman.
16 c. Defendants Collins Financial and Nelson disregarded evidence that Mr.
17 Tourgeman resided in a foreign country.

18 49. Defendants' breaches of its duty of care as alleged above proximately caused the
19 damages suffered by Plaintiff Mr. Tourgeman as alleged herein.

20
21 **PRAYER**

22 WHEREFORE, Mr. Tourgeman prays for judgment as follows:

23 **On the First and Second Causes of Action:**

24 A. For statutory damages pursuant to 15 U.S.C. § 1692k and California Civil Code
25 Section 1788.30(a) in an amount according to proof at trial, but which are believed to be at least
26 in excess of \$14,000.00;

27 B. For costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k and
28 California Civil Code Section 1788.30(b) and 1788.30(c);

4 D. For punitive damages;

5 E. For attorneys' fees and costs;

6 F. For costs of suit incurred herein and other litigation costs; and

7 F. For such other relief as the Court deems just and proper.

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9 DATED: July 31, 2008

Respectfully submitted:

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DEMAND FOR JURY TRIAL

19 Please take notice that Plaintiff demands trial by jury in this action.

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DATED: July 31, 2008

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By: Daniel P. Murphy
 Attorney for Plaintiff David
 Tourgeman

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

153526 - TC

**July 31, 2008
15:49:38**

Civ Fil Non-Pris

USAO #.: 08CV1392
Judge.: JANIS L. SAMMARTINO
Amount.: \$350.00 CC

Photocopies

Qty....: 6 @ \$0.50
Amount.: \$3.00 CC

Total-> \$353.00

FROM: DAVID TOURGEMAN
VS
COLLINS FINANCIAL

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

David Tourgeman

(b) County of Residence of First Listed Plaintiff Mexico
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Daniel P. Murphy, Esq., 4691 Torrey Circle, A306,
San Diego, CA 92130 (619) 379-2460

DEFENDANTS

Collins Financial Services, Inc.

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

08 CV 1392 JLS NLS
DEPUTY

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | |
|---|---|---|---|
| Citizen of This State | PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1692k(d) and 28 U.S.C. § 1337

Brief description of cause:
Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

07/31/2008

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

153526

AMOUNT

\$350

APPLYING IFP

JUDGE

MAG. JUDGE

GP

7/31/06